Davidson County DEEDQC
Recvd: 01/16/02 10:51 5pgs
Fees:27.00 Taxes:0.00
20020116-0006479

This Instrument Prepared By:
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Suite 207, 4117 Hillsboro Rd.
Nashville, TN 37215

AMENDED AND RESTATED INSTRUMENT OF CORRECTION

This Amended and Restated Instrument of Correction is made and entered into this 15th day of January, 2002, by and between Dover Pointe Partnership, a Tennessee general partnership composed of C. LeRoy Norton, Jr. and William J. Gregg, Sr. (the "Grantor") and Dover Pointe, L.P., a Tennessee limited partnership (the "Grantee").

RECITALS

Whereas, by Quitclaim Deed dated October 3, 1996, of record in Book 10215, Page 684, Register's Office for Davidson County, Tennessee, the Grantor conveyed to the Grantee a certain parcel of land located in Davidson County, Tennessee; and

Whereas, said Quitclaim Deed did not accurately describe the property transferred and the parties entered into an Instrument of Correction dated August 15, 1997, of record in Book 10583, Page 191, said Register's Office, to accurately describe the property transferred; and

Whereas, said Instrument of Correction contained an error in the property description and the parties entered into an Amended Instrument of Correction dated January 4, 2002, of record as Instrument No. 20020104-0001660, said Register's Office, to accurately describe the property transferred; and

Whereas, said Amended Instrument of Correction contained an error in the property description and the parties have agreed that the Amended Instrument of Correction should be amended and restated to accurately reflect the description of the property; and

Whereas, the proper description of the actual tract transferred is as follows:

> Being a tract of land lying in Nashville, Davidson County, Tennessee, also being Lot Three of the Resubdivision of the Dover Pointe Subdivision Plat, as of record in Plat Book 7900, Page 66, Register's Office for Davidson County, Tennessee, and being more particularly described according to a survey prepared by Cherry Land Surveying , Inc. dated December 19, 2001 as follows:
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> Beginning at an existing iron rod at the intersection of the northerly property line of the property of Taco Bell of America, Inc., as of record in Deed Book 11523, Page 823, Register's Office for Davidson County, Tennessee, also being lot One on said Resubdivision of the Dover Pointe Subdivision Plat and the southerly right-of-way line of Murfreesboro Pike, width varies;
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> Thence with the southerly right-of-way line of Murfreesboro Pike, South 49 Deg 45 Min 37 Sec East, 55.34 feet to an existing iron rod;
>
> Thence along a curve to the right, with an arc length of 81.77 feet, the radius of which is 1860.00 feet, the central angle of which is 02 Deg 31 Min 08 Sec, the

chord of which is South 48 Deg 31 Min 38 Sec East, 81.77 feet to an existing iron rod;

Thence South 42 Deg 50 Min 57 Sec West, 29.97 feet to an existing iron rod;

Thence along a curve to the right, with an arc length of 108.33 feet, the radius of which is 1830.00 feet, the central angle of which is 03 Deg 23 Min 30 Sec, the chord of which is South 45 Deg 34 Min 07 Sec East, 108.31 feet to an existing iron rod at a corner common with the property of Bluegrass Funding, Inc., as of record in Deed Book 8261, Page 859, Register's Office for Davidson County, Tennessee, also being lot Two on said Resubdivision of Dover Pointe Subdivision Plat:

Thence leaving the southerly right-of-way line of Murfreesboro Pike with the westerly property line of Bluegrass Funding, Inc., South 45 Deg 29 Min 45 Sec West, 12.06 feet to an existing iron rod;

Thence South 04 Deg 21 Min 50 Sec West, 175.68 feet to an existing iron rod in the northerly property line of the property of Arthur E. and Sara E. Vosburgh, Trustees, as of record in Deed Book 10706, Page 311, Register's Office for Davidson County, Tennessee;

Thence with the northerly property line of Arthur E. and Sara E. Vosburgh, Trustees, North 85 Deg 35 Min 58 Sec West, 55.76 feet to an existing concrete monument at a corner common with the property of Starwood Properties Three, L.P., as of record in Deed Book 8262, Page 368, Register's Office for Davidson County, Tennessee;

Thence with the northerly property line of Starwood Properties Three, L.P., North 87 Deg 06 Min 06 Sec West, 476.89 feet to an existing concrete monument at a corner common with the property of Starwood Properties One, L.P., as of record in Deed Book 8262, Page 256, Register's Office for Davidson County, Tennessee, also being lot One of Dover Glen, as of record in Plat Book 6900, Page 60, Register's Office for Davidson County, Tennessee;

Thence with the easterly property line of Starwood Properties One, L.P., North 22 Deg 54 Min 53 Sec East, 90.00 feet to an existing iron rod;

Thence North 37 Deg 21 Min 10 Sec West, 159.49 feet to an existing concrete monument in the southerly right-of-way line of Dover Glen Drive, 50 feet in width;

Thence with the southerly right-of-way line of Dover Glen Drive, along a curve to the left, with an arc length of 186.99 feet, the radius of which is 533.96 feet, the central angle of which is 20 Deg 03 Min 51 Sec, the chord of which is North 59 Deg 34 Min 28 Sec East, 186.03 feet to an existing disk at a corner common with said Taco Bell of America, Inc.;

Thence leaving the southerly right-of-way line of Dover Glen Drive with the southerly property line of Taco Bell of America, Inc., South 41 Deg 28 Min 36 Sec East, 164.99 feet to an existing disk;

Thence with the easterly property line of Taco Bell of America, Inc., North 55 Deg 55 Min 47 Sec East, 50.07 feet to an existing iron rod;

Thence North 48 Deg 28 Min 55 Sec East, 160.01 feet to an existing iron rod;

Thence North 40 Deg 12 Min 30 Sec East, 37.37 feet to the point of beginning. Containing 147,319 Square Feet (3.382 Acres more or less).

Being part of the same property conveyed to Dover Pointe Partnership, a Tennessee general partnership by deed of record in Book 7840, Page 362, Register's Office for Davidson County, Tennessee.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

1. By recording this Amended and Restated Instrument of Correction with the Davidson County Register of Deeds, an accurate description of the property transferred by the Grantor to the Grantee pursuant to the Quitclaim Deed of record in Book 10215, Page 684, Register's Office for Davidson County, Tennessee, as corrected by Instrument of Correction of record in Book 10583, Page 191, said Register's Office, as further amended by Amended Instrument of Correction of record as Instrument No. 20020104-0001660, said Register's Office will be reflected by those County records.

2. The parties hereto acknowledge that no other portion of said Quitclaim Deed, Instrument of Correction and Amended Instrument of Correction is altered by this instrument.

In Witness Whereof, the parties hereto have caused this Amended and Restated Instrument of Correction to be executed on the day and date first above-written.

DOVER POINTE PARTNERSHIP, a Tennessee general partnership

By: _____
C. LeRoy Norton, Jr.
General Partner

By: _____
William J. Gregg, Sr.
General Partner

DOVER POINTE, L.P., a Tennessee limited partnership

By: _____
C. LeRoy Norton, Jr.
General Partner

By: _____
William J. Gregg, Sr.
General Partner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, of the said county and state, C. LeRoy Norton, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself to be a partner of Dover Pointe Partnership, the within named bargainor, a partnership, and that he as such partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and seal this 15th day of January, 2002.

Notary Public

My Commission Expires: 7-24-04

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, of the said county and state, William J. Gregg, Sr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself to be a partner of Dover Pointe Partnership, the within named bargainor, a partnership, and that he as such partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and seal this 15th day of January, 2002.

Notary Public

My Commission Expires: 7-24-04

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, of the said county and state, C. LeRoy Norton, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself to be a partner of Dover Pointe, L.P., the within named bargainor, a limited partnership, and that he as such partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited partnership by himself as partner.

Witness my hand and seal this 15th day of January, 2002.

Notary Public

My Commission Expires: 7-24-04

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public, of the said county and state, William J. Gregg, Sr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself to be a partner of Dover Pointe, L.P., the within named bargainor, a limited partnership, and that he as such partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited partnership by himself as partner.

Witness my hand and seal this 15th day of January, 2002.

Notary Public

My Commission Expires: 1-24-04

